



# WASHOE COUNTY

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## STAFF REPORT

BOARD MEETING DATE: May 10, 2016

CM/ACM KS  
Finance DN  
DA ✓  
Risk Mgmt DL  
HR N/A  
Comptroller CAK

**DATE:** April 15, 2016

**TO:** Board of County Commissioners

**FROM:** Dwayne Smith, P.E., Division Director, Engineering and Capital Projects  
Community Services Department, 328-2043, [desmith@washoecounty.us](mailto:desmith@washoecounty.us)

**THROUGH:** Dave Solaro, Arch., P.E., Director  
Community Services Department, 328-2040, [dsolaro@washoecounty.us](mailto:dsolaro@washoecounty.us)

**SUBJECT:** Approve an Interlocal Agreement between Washoe County, the City of Reno, and the City of Sparks for reimbursement to the City of Reno [\$225,000.00] for construction of an effluent pipeline extension. (Commission District 2.)

### SUMMARY

The purpose of this Agreement is to set forth the terms and conditions governing an Interlocal Agreement between Washoe County (County), the City of Reno (Reno), and the City of Sparks (Sparks), collectively referred to as the Parties, for reimbursement to Reno for construction costs associated with extension of an effluent pipeline (Project), located in the South Truckee Meadows. The total cost of the effluent pipeline extension is \$675,000.00 and the Agreement identifies the County's and Sparks's responsibility to each reimburse Reno in the amount of \$225,000.00. Reno is solely responsible for the design, construction, inspection and maintenance of the effluent pipeline extension and will assume all responsibility for the Project.

The Parties have collectively identified future regional benefits of an effluent pipeline connection between Washoe County's South Truckee Meadows Water Reclamation Facility (STMWRF) and the Truckee Meadows Water Reclamation Facility (TMWRF), a regional waste water treatment facility jointly owned and operated by Reno and Sparks. Further, the Parties recognize the benefits of constructing the effluent pipeline extension with the construction of the Regional Transportation Commission (RTC) SouthEast Connector Phase 2 project.

Washoe County Strategic Objective supported by this item: Safe, Secure and Healthy Communities.

### PREVIOUS ACTION

There has been no previous action.

### BACKGROUND

A pipeline connection between the STMWRF and TMWRF designed to move treated effluent between the facilities and into the County's Huffaker Effluent Reservoir (Huffaker) has been contemplated for some time. While there has been some initial work done to identify benefits, pipeline alignments and construction costs, no options have progressed due to significant

construction costs. In 2013, the Parties recognized the design and construction of the SouthEast Connector Phase 2 Project (SEC Phase 2) would be an appropriate way to reinitiate the analysis and possible construction of a pipeline by adding the design and construction to RTC's roadway construction agreement. In response, the RTC and the Parties initiated an alternatives analysis with local consultants to determine the need and feasibility of the Project. The outcome of the work confirmed future regional benefits of an intertie pipeline and also confirmed the significant costs associated with full construction outside of the RTC SouthEast Connector project.

With this information, it was collectively determined by the Parties that although a complete connection between STMWRF and TMWRF currently does not meet the near-term benefits and available funding, extending the existing effluent line south through a technically challenging area of the SEC Phase 2 project recognizes significant cost savings for a future pipeline extension project.

The recommended effluent pipeline extension project consists of approximately 1,600 linear feet of 24-inch ductile iron pipe and associated infrastructure. It will be constructed from Mira Loma Road to the southern edge of the proposed Mira Loma Bridge and through an identified wetlands area. Locating the pipeline extension within the SEC Phase 2 alignment and along the proposed bridge takes advantage of the existing roadway project and reduces future mobilization/demobilization costs, permitting, traffic control, earthwork and dewatering during construction.

The project is scheduled to be constructed as part of the SEC Phase 2 project and completed in the fall of 2016.

### **FISCAL IMPACT**

Sufficient funds and budget authority for the reimbursement to the City of Reno exist in Washoe County Reclaim Utility cost center 664500, account 710400. The City of Reno will own and assume all responsibilities including ongoing maintenance activities for the effluent pipeline extension.

### **RECOMMENDATION**

It is recommended the Board of County Commissioners approve an Interlocal Agreement between Washoe County, the City of Reno, and the City of Sparks for reimbursement to the City of Reno [\$225,000.00] for construction of an effluent pipeline extension.

### **POSSIBLE MOTION**

Should the Board agree with staff's recommendations, a possible motion would be: "Move to approve an Interlocal Agreement between Washoe County, the City of Reno and the City of Sparks for reimbursement to the City of Reno [\$225,000.00] for construction of an effluent pipeline extension."

## **INTERLOCAL AGREEMENT**

### **1) PARTIES**

This Interlocal Agreement ("Agreement") is entered into between the City of Reno ("Reno"), a municipal corporation, the City of Sparks ("Sparks"), a municipal corporation and Washoe County ("County"), a political subdivision of the State of Nevada, collectively the "Parties". In consideration of the mutual promises contained in this Agreement, the Parties agree as follows:

### **2) RECITALS**

2.1 The Parties are public agencies as defined in NRS 277.100(1)(a).

2.2 NRS 277.180 provides that any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any public agency, entering into the contract, is authorized to perform.

2.3 Reno and the Regional Transportation Commission of Washoe County, a special purpose unit of Government of the State of Nevada ("RTC") are entering into an Interlocal Cooperative Agreement to reimburse RTC for inclusion of the construction of an effluent pipeline extension in their project in the amount of \$675,000.00 (the "Project"). The description of the work is set forth in Exhibit A.

2.4 County has agreed to reimburse Reno the sum of \$225,000.00 for the Project.

2.5 Sparks has agreement to reimburse Reno the sum of \$225,000.00 for the Project.

### **3) RIGHTS & DUTIES**

3.1 Reno

3.1.1 Reno has contracted with RTC, who will construct the Project and submit invoices to Reno, on a monthly basis or at the completion of the Project, whichever is earlier, for the work described in Exhibit A. Reno will review and verify

the invoices. Reno will then submit invoices for reimbursement to County and Sparks on a monthly basis or at the completion of the Project, whichever is earlier.

3.1.2 Reno will, through its designated representative, provide to County and Sparks any information requested relating to any invoice submitted for payment.

3.1.3 Reno will set up a separate account for the Project, if not already existing, so that check numbers along with copies of cancelled checks for all expenditures can be submitted, as well as an exact itemization of Project expenditures, and copies of itemized invoices.

### 3.2 County and Sparks

3.2.1 Upon the submission of an invoice for payment, pursuant to Paragraph 3.1.1 above, the County and Sparks' representative shall promptly review the invoice, request any further information or documentation required, and process the invoice for payment within thirty (30) days following his approval.

3.2.2 The total amount of invoices paid pursuant to this Agreement for County is the sum of \$225,000.00 and for Sparks is the sum of \$225,000.00.

## 4) INDEMNIFICATION

4.1 The Parties agree that each will be responsible for any liability or loss that may be incurred as a result of any claim, demand, cost, or judgment made against that Party arising from any negligent act or negligent failure to act by any of that Party's employees, agents in connection with the performance of obligations assumed pursuant to this Agreement.

4.2 The Parties further agree, to the extent allowed by law pursuant to Chapter 41 of the Nevada Revised Statutes ("NRS"), to hold harmless, indemnify and defend each other from all losses, liabilities or expenses of any nature to the person or property of another, to which each may be subjected as a result of any claim, demand, action or cause of action arising out of the negligent acts, errors or omissions on the part of employees.

## 5) MISCELLANEOUS PROVISIONS

5.1 This Agreement is binding upon and inures to the benefit of the Parties and their respective heirs, estates, personal representatives, successors and assigns.

5.2 This Agreement is made in, and shall be governed, enforced and construed under the laws of the State of Nevada.

5.3 This Agreement constitutes the entire understanding and agreement of the Parties with respect to the subject matter hereof, and supersedes and replaces all prior understandings and agreements, whether verbal or in writing, with respect to the subject matter hereof.

5.4 This Agreement may not be modified, terminated, or amended in any respect, except pursuant to an instrument in writing duly executed by the Parties.

5.5 In the event a party fails to appropriate or budget funds for the purposes as specified in this Agreement, Reno hereby consents to the termination of this Agreement. In such event, the party shall notify Reno in writing and the Agreement will terminate on the date specified in the notice. The Parties understand that this funding out provision is required under NRS 244.320 and NRS 354.626.

5.6 In the event either Party brings any legal action or other proceeding with respect to the breach, interpretation, or enforcement of this Agreement, or with respect to any dispute relating to any transaction covered by this Agreement, the losing Party or Parties in such action or proceeding shall reimburse the prevailing Party or Parties therein for all reasonable costs of litigation, including reasonable attorneys' fees.

5.7 No delay or omission by either Party in exercising any right or power hereunder shall impair any such right or power or be construed to be a waiver thereof, unless this Agreement specifies a time limit for the exercise of such right or power or unless such waiver is set forth in a written instrument duly executed by the person granting such waiver. A waiver of any person of any of the covenants, conditions, or agreements hereof to be performed by any other Party shall not be construed as a waiver

of any succeeding breach of the same or any other covenants, agreement, restrictions or conditions hereof.

5.8 All notices, demands or other communications required or permitted to be given in connection with this Agreement, shall be in writing, and shall be deemed delivered when personally delivered to a Party (by personal delivery to an officer or authorized representative of a corporate Party) or, if mailed, three (3) business days after deposit in the United States mail, postage prepaid, certified or registered mail, addressed to the Parties as follows:

To Reno:                    John Flansberg, P.E., Director of Public Works  
                                  City of Reno  
                                  1 East First Street, 7<sup>th</sup> Floor  
                                  Reno, Nevada 89501

To County:                 David Solaro, Director of Community Services  
                                  1001 E. 9<sup>th</sup> Street  
                                  Reno, NV 89512

To Sparks:                 John A. Martini, P.E., Community Services Director  
                                  431 Prater Way  
                                  Sparks, NV 89431

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5.9 This Agreement is effective upon the date the last signing Party signs this Agreement ("Effective Date").

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

WASHOE COUNTY

CITY OF RENO

Dated this \_\_\_ day of \_\_\_\_\_, 2016

Dated this \_\_\_ day of \_\_\_\_\_, 2016

By \_\_\_\_\_  
Kitty K. Jung, Chair  
Board of County Commissioners

By \_\_\_\_\_  
Hillary L. Schieve, Mayor

ATTEST:

ATTEST:

\_\_\_\_\_  
Washoe County Clerk

\_\_\_\_\_  
Ashley Turney, Reno City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

\_\_\_\_\_  
District Attorney

\_\_\_\_\_  
Deputy City Attorney

CITY OF SPARKS

Dated this \_\_\_ day of \_\_\_\_\_, 2016

By \_\_\_\_\_  
Geno Martini, Mayor

ATTEST:

\_\_\_\_\_  
Sparks City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Sparks City Attorney

**EXHIBIT A**

Description of IMPROVEMENTS:

1. Construct an effluent pipeline extension to accommodate a separate proposed effluent intertie project by others in the future. The location of the improvements are from the northeast corner of Mira Loma Drive and the proposed intersection of SouthEast Connector to a point south of Heron's Pond determined by an alignment alternative analysis prepared by the RTC design consultant. The effluent pipeline extension is in accordance with the project drawings and specifications prepared by CH2MHILL dated July 16, 2014.

Estimated costs of IMPROVEMENTS:

Construction:	\$650,000
Contingencies:	<u>\$25,000</u>
<b>TOTAL ESTIMATED AMOUNT:</b>	<b>\$675,000</b>